

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

IN RE: HOOSICK FALLS PFOA CASES

Case No. 1:19-mc-00018-LEK-DJS

EDWARD ANDRICK and LAURIE ANDRICK,
Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-1058-LEK-DJS

DIANE BAMRICK, as an individual and in her
capacity as Executrix of the ESTATE OF EDWARD
BAMRICK, deceased,

Case No. 1:19-cv-0225-LEK-DJS

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

BRYAN SCHROM, NICKOLAS SCHROM,
MARGARET SARGOOD, LISA TIFFT, and RUTH
TIFFT,

Case No. 1:16-cv-1367-LEK-DJS

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

DONALD BRADLEY,

Plaintiff,

Case No. 1:19-cv-0240-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

ARNOLD BULLINGER, TRAVIS CONQUEST, and
BRETT FERRARO,

Plaintiffs,

Case No. 1:16-cv-0954-LEK-DJS

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

<p>TSUNGANI CLEMONS, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p> <hr/> <p>ROBERT DECKER, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p> <hr/> <p>JAMES DONAVAN, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0236-LEK-DJS</p> <hr/> <p>Case No. 1:20-cv-01141-LEK-DJS</p> <hr/> <p>Case No. 1:16-cv-0924-LEK-DJS</p>
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<p>MARK DRISCOLL, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., SAINT-GOBAIN CORPORATION, HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., and 3M COMPANY, E.I. DUPONT NEMOURS AND COMPANY, and THE CHEMOURS COMPANY, <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0231-LEK-DJS</p>
<p>TIFFANY BACON, ROBERT HOLOVACH, and TRACY HOLOVACH <i>Plaintiffs,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0249-LEK-DJS</p>
<p>BRIDGET FOSTER, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0077-LEK-DJS</p>

ARNOLD BULLINGER, individually and as representative of the ESTATE OF EDWARD FROMMER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:16-cv-1063-LEK-DJS

LINDA GARDNER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0246-LEK-DJS

CRYSTAL GATES,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., SAINT-GOBAIN CORPORATION, HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., and 3M COMPANY, E.I. DUPONT NEMOURS AND COMPANY, and THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0221-LEK-DJS

MELISSA GORMAN, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i>	Case No. 1:19-cv-0200-LEK-DJS
SUE HICKEY, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF JOHN HICKEY, <i>Plaintiffs,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i>	Case No. 1:19-cv-0094-LEK-DJS
DOUGLAS and DEBRA HOLMSTEDT, <i>Plaintiffs,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i>	Case No. 1:16-cv-0933-LEK-DJS

<p>MARY LUCEY,</p> <p><i>Plaintiff,</i></p> <p>v.</p> <p>SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,</p> <p><i>Defendants.</i></p>	Case No. 1:17-cv-1054-LEK-DJS
<p>MARCUS MARTINEZ,</p> <p><i>Plaintiff,</i></p> <p>v.</p> <p>SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,</p> <p><i>Defendants.</i></p>	Case No. 1:19-cv-0098-LEK-DJS
<p>DEREK MILLER,</p> <p><i>Plaintiff,</i></p> <p>v.</p> <p>SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,</p> <p><i>Defendants.</i></p>	Case No. 1:19-cv-0598-LEK-DJS

<p>JOYCE MORIER, JAMES MORIER and KIMBERLY MOORE, <i>Plaintiffs,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0103-LEK-DJS</p>
<p>TARA MULLER, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0106-LEK-DJS</p>
<p>FRANK PERRELLI, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0239-LEK-DJS</p>

JAY POKINES,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0232-LEK-DJS

R.M. BACON, LLC and MICHAEL BACON,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-0441-LEK-DJS

QUINN RASMUS,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0238-LEK-DJS

KATHLEEN REECE,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., SAINT-GOBAIN CORPORATION, HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., and 3M COMPANY, E.I. DUPONT NEMOURS AND COMPANY, and THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0219-LEK-DJS

BERNICE ROSENBERG and STANLEY ROSENBERG,

Plaintiffs,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0100-LEK-DJS

MANDA RUSSELL,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0107-LEK-DJS

<p>LISA SCHNEIDER, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0083-LEK-DJS</p>
<p>RYAN SLOWEY, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., SAINT-GOBAIN CORPORATION, HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., and 3M COMPANY, E.I. DUPONT NEMOURS AND COMPANY, and THE CHEMOURS COMPANY, <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0216-LEK-DJS</p>
<p>JENNY STONE, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i></p>	<p>Case No. 1:19-cv-0247-LEK-DJS</p>

ANN SWEENER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS
AND COMPANY and 3M CO.,

Defendants.

Case No. 1:17-cv-0532-LEK-DJS

IAN WEBBER, in his capacity as the Executor of the
ESTATE OF SEAN WEBBER,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., SAINT-GOBAIN CORPORATION,
HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., and 3M COMPANY,
E.I. DUPONT NEMOURS AND COMPANY, and
THE CHEMOURS COMPANY,

Defendants.

Case No. 1:19-cv-0220-LEK-DJS

JUDITH WHITE,

Plaintiff,

v.

SAINT-GOBAIN PERFORMANCE PLASTICS
CORP., HONEYWELL INTERNATIONAL INC. f/k/a
ALLIED-SIGNAL INC. and/or ALLIED SIGNAL
LAMINATE SYSTEMS, INC., E.I. DUPONT
NEMOURS AND COMPANY and 3M CO.,

Defendants.

Case No. 1:19-cv-0104-LEK-DJS

BEVERLY and ROGER WHITE, <i>Plaintiffs,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i>	Case No. 1:16-cv-0934-LEK-DJS
KENNETH WICKENDEN, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., E.I. DUPONT NEMOURS AND COMPANY and 3M CO., <i>Defendants.</i>	Case No. 1:17-cv-1056-LEK-DJS
LORI WYMAN, <i>Plaintiff,</i> v. SAINT-GOBAIN PERFORMANCE PLASTICS CORP., SAINT-GOBAIN CORPORATION, HONEYWELL INTERNATIONAL INC. f/k/a ALLIED-SIGNAL INC. and/or ALLIED SIGNAL LAMINATE SYSTEMS, INC., and 3M COMPANY, E.I. DUPONT NEMOURS AND COMPANY, and THE CHEMOURS COMPANY, <i>Defendants.</i>	Case No. 1:19-cv-0215-LEK-DJS

STIPULATION AND ORDER

WHEREAS Defendant Honeywell International Inc. (“Honeywell”) has filed one or more answers and affirmative defenses in each of the above-captioned actions (the “Actions”);

WHEREAS Honeywell pleaded the following affirmative defense in each of the Actions:

Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint.

and

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of Plaintiff's alleged damages.

WHEREAS Honeywell seeks to amend and clarify its affirmative defenses in an efficient and uniform manner;

WHEREAS, the Parties, by and through their undersigned counsel, consent to Honeywell amending its pleadings as provided herein;

NOW THEREFORE, it is hereby STIPULATED AND AGREED that the operative answers of Honeywell in each of the Actions shall be deemed to be amended and to set forth affirmative defenses as follows:

Honeywell denies any negligence, culpable conduct or liability on its part but, if Honeywell ultimately is found liable for any portion of Plaintiff's alleged damages, Honeywell shall only be liable for its equitable share of each Plaintiff's alleged damages, pursuant to Article 16 of the New York Civil Practice Law and Rules and any other applicable laws or rules.

and

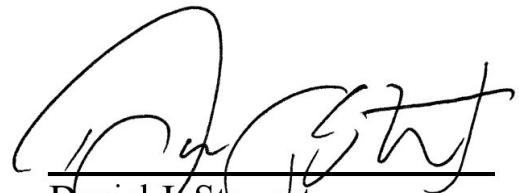
Pursuant to Section 15-108 of the New York General Obligations Law and applicable case law, Honeywell denies any liability, but in the event Honeywell is found to have any liability to Plaintiff, Honeywell is entitled to an offset against any such liability on its part for the greatest of: (1) any amounts actually paid by any person or entity heretofore or hereafter for any of the injuries, costs, damages

and expenses alleged in the Complaint; or (2) any amounts stipulated or otherwise agreed to in any release or covenant not to sue any person or entity heretofore or hereafter for any of the injuries, costs, damages and expenses alleged in the Complaint; or (3) the equitable share of the liability of any person or entity that heretofore has received, or hereafter receives, any release from liability or covenant not to sue with respect to any of the injuries, costs, damages and expenses alleged in the Complaint as under Article 14 of the New York Civil Practice Law and Rules, whichever is greatest.

In each of the above-listed affirmative defenses, the reference to "Plaintiff" and "Plaintiff's" shall refer to "Plaintiffs" and "Plaintiffs'" in those Actions that assert claims by multiple Plaintiffs and, in applicable cases, shall be inclusive of decedent estates.

All of the above is **SO ORDERED.**

Dated: December 14, 2023 Albany, New York



Daniel J. Stewart
U.S. Magistrate Judge

Dated: May 18, 2023

Respectfully submitted,

/s/ Stephen G. Schwarz

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